



Minutes of the City of Calera Council Meeting – September 5, 2017

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Tuesday, September 5, 2017 at 6:30 p.m., in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
David Bradshaw, Council Member
Chris Bunn, Council Member
Philip Busby, Council Member
Ernest Montgomery, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Department Heads Present:

Kelly Ellison, Finance Director
Seth Gandy, Park and Recreation Director
Sean Kendrick, Fire Chief
Sean Lemley, Police Chief
Alison Powers, Library Director
Doug Smedley, Sewer Operations Director
Matt Worthen, IT Services Manager

Absent:

Reggie Darden, Building Official
Chris Pappas, City Engineer

Guests:

Fred Hoskins, Myra Woods, Arianne Turner, Markus Snowden, Michael Jones

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Michael Jones, New Mt. Moriah Baptist Church opened the meeting with prayer and the Pledge of Allegiance.

Approval of Minutes:

Council Member Bradshaw made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – August 21, 2017

Work Session – August 21, 2017

Budget Work Session – August 21, 2017

Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Turner, Watts

NAYS: None

Motion Passed

REPORTS OF DEPARTMENT HEADS:

Sean Lemley, Police Chief advised he has been appointed to serve on the Alabama Commission on Railway Safety Committee.

COUNCIL MEMBER REPORTS:

Council Member Watts stated he is receiving complaints concerning the height of the grass at the Highway 86 railroad crossing. Individuals cannot see if a train is coming, the railroad needs to be contacted and request the right of way area be cut.

Council Member Turner stated Calera First United Methodist Church and Calera Baptist will be accepting donations to help with the hurricane relief in Texas.

Council Member Turner stated Victory Counseling Services, Inc. will be hosting a Health Fair on September 23, 2017 from 10:00 a.m. till 2:00 p.m.

MAYOR REPORT:

Jon G. Graham, Mayor presented the proposed 2017 / 2018 operating budget for approval. (See Attached Budget Proposal)

Council Member Turner made a motion to increase line item 10 410.2078 (Promotion) from \$1,500.00 to \$6,500.00.

Mayor Graham stated motion died for a lack of second.

Council Member Bradshaw made a motion to authorize the proposed operating budget. Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Watts

NAYS: Turner

Motion Passed

OLD BUSINESS:

No old business

NEW BUSINESS:

Two Street Lights Requested for approval on Winners Circle in the Saratoga Subdivision

Council Member Bunn made a motion to approve the two new street lights as requested. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2017-15 – Lump Sum Payment for Retirees (See Attached)

Council Member Busby moved that Resolution No. R-2017-15 is adopted. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Turner, Watts

NAYS: None

Motion Passed – Adopted this September 5, 2017

Shelby County Law Enforcement – Mutual Aid Agreement (See Attached)

Council Member Bunn made a motion authorizing Mayor Graham to sign the Mutual Aid Agreement with Shelby County Law Enforcement. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Turner, Watts

NAYS: None

Motion Passed

Proclamation – Family Day as September 25, 2017 and Family Week as September 24 – 30, 2017 (See Attached)

Council Member Montgomery made a motion to approve September 25, 2017 as Family Day and September 24 – 30, 2017 as Family Week. Council Member Busby seconded said motion and upon vote, the results were as follows:

AYES: Graham, Bradshaw, Bunn, Busby, Montgomery, Turner, Watts

NAYS: None

Motion Passed – Adopted this 5th day of September, 2017

Council Member Busby made a motion to adjourn the meeting at 6:50 p.m.

Approved this 18th day of September, 2017.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Click the link below for the 2017 – 2018 Operating Budget

<http://www.cityofcalera.org/ArchiveCenter/ViewFile/Item/790>

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2017-15
ACT – 2017-367

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
CALERA, ALABAMA AS FOLLOWS:**

Be it resolved that the City of Calera, through its governing authority, elects to come under the provisions of Section 2 of Act 367 of the Regular Session of the 2017 Legislature.

The City of Calera agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of The City of Calera with the aforementioned lump sum payment being paid October 2017.

Council Member Busby moved that Resolution No. R-2017-15 is adopted. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Bunn, Busby, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2017-15 adopted.

Adopted this 5th day of September, 2017.

Connie Payton, City Clerk

Jon G. Graham, Mayor

Certification

I, Connie B. Payton, City Clerk, City of Calera, hereby certify that the foregoing is a true and correct copy of Resolution passed on this 5th day of September, 2017.

Connie B. Payton

City Clerk

Shelby County Law Enforcement Mutual Aid Agreement

Witness this Agreement made and entered into this 30th day of AUGUST, 2017, by and between the municipalities that are signatories to the agreement, by which said municipalities, University of Montevallo, Jefferson State Community College Campus Police, and Shelby County Sheriff's Office agree to provide mutual aid as provided herein:

WHEREAS; the undersigned municipalities, University of Montevallo, Jefferson State Community College Campus Police, and Shelby County Sheriff's Office are desirous of obtaining additional law enforcement protection for its inhabitants and citizens therein during emergency situations by making the most efficient use possible of the law enforcement personnel during such emergency situation(s); and

WHEREAS; it is desirable that each of the municipalities herein, University of Montevallo, Jefferson State Community College Campus Police, and the Shelby County Sheriff's Office hereto, should voluntarily aid and assist each other to the extent possible in the event an emergency situation should occur, by the interchange of law enforcement services; and

WHEREAS; Alabama Code 11-102-1 et seq. provides that municipalities and counties within this state may enter into contracts for the joint exercise of power and services; and

WHEREAS; the Sheriff's Office of Shelby County, Alabama has countywide law enforcement authority throughout Shelby County, Alabama under Alabama state law; and

WHEREAS; the University of Montevallo Police Department has statewide law enforcement jurisdiction on any state university with the State of Alabama and has specific law enforcement jurisdiction over the University of Montevallo camps;

WHEREAS; Jefferson State Community College Campus Police has law enforcement authority over the campus of Jefferson State Community College.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

1. **Purpose:** The purpose of the agreement is to provide a municipality, University of Montevallo, Jefferson State Community College Campus Police, and/or the Sheriff's Office, when it requests for and needs help during an emergency situation(s), with efficient and quality law enforcement personnel, equipment and assistance, to the extent possible, by the other municipalities, University of Montevallo, Jefferson State Community College Campus Police, and/or Sheriff's Office who are signatories of this agreement, and without jeopardizing each municipality's, University of Montevallo's, Jefferson State Community College Campus Police, or Sheriff's Office own duties and responsibilities to its citizens within their respective jurisdictions.
2. **Definitions:** The following terms shall have the following meanings, unless the context indicates otherwise;
 - a. **Emergency Situation** means an actual or potential condition within the jurisdiction of one or more of the municipalities, University of Montevallo, Jefferson State Community College

Campus Police, or Sheriff's Office herein that would reasonably pose an immediate threat to life or property.

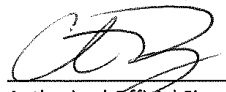
- b. **Requesting Agency** means the municipality, University of Montevallo, Jefferson State Community College Campus Police, or Sheriff's Office asking for assistance from any of the other municipalities, University of Montevallo, Jefferson State Community College, or Sheriff's Office herein.
 - c. **Assisting Agency** means a municipality, University of Montevallo, Jefferson State Community College Campus Police, and/or Sheriff's Office.
 - d. **Sheriff's Office** means the Shelby County, Alabama Sheriff's Office.
 - e. **Agency** means a municipality duly recognized under Alabama state law, the University of Montevallo Police Department, Jefferson State Community College Campus Police, and/or the Shelby County, Alabama Sheriff's Office.
3. **Implementation:**
- a. It is hereby understood by all participating agencies herein that the aid given by any assisting agency during an emergency situation is voluntary. It is further understood that any assisting agency, upon its sole discretion, may furnish personnel, equipment, resources, or services as is available, provided that such assistance would not unreasonably diminish its capacity to provide basic police services within its own respective jurisdiction. Each individual agency shall use and be solely responsible for its own property, financing and debt, if any, in the furtherance of the purposes of this agreement.
 - b. Before a requesting agency invokes aid and assistance from any or all assisting agencies, the designated official from the requesting agency shall be required to contact the designated official of assisting agencies by telephone, radio, in person, or in some form of writing. Each designated official and his or her designee shall be identified to all participating municipalities, University of Montevallo, Jefferson State Community College Campus Police, and/or Sheriff's Office as soon as practicable upon the signing of this agreement. The assisting agency may request such information from the requesting agency as is necessary to confirm an emergency situation exists and to assess the types and amounts of assistance that may be provided.
 - c. All personnel from the assisting agency shall report to, and shall work under, the direction and supervision of the designated supervisor(s) of the requesting agency at the emergency site(s), provided, however, that at all times personnel shall adhere to the policies and procedures of their own departments, and shall only be required to respond to lawful order and procedures that do not violate their respective departments policies. The officers or personnel who respond to a call for assistance outside of their appointed jurisdiction shall have those law enforcement powers as provided for by state law.
 - d. It is also understood that the assisting agencies shall retain the right to withdraw some or all of its personnel and/or resources at any time. Notice of intention to withdraw shall be communicated to the requesting agency's designated official, or the official's designee, as soon as possible or practicable.
4. **Terms:** The terms of this agreement shall be for three (3) years from the date hereof and may be terminated by any municipality, the University of Montevallo, Jefferson State Community College Campus Police, and/or Sheriff's Office herein without cause upon thirty (30) days written notice addressed to the designated official of each agency who is a signatory to this agreement. If renewal is contemplated at the end of the three (3) year term, any agency herein shall have the right to refuse to renew this agreement.
5. **Liability and Insurance:** No agency shall have any liability because of the actions of another agency's employees, servants, or agents when providing mutual aid assistance rendered or

performed pursuant to the terms and condition of this agreement. Each participating agency shall bear the risk of its own actions, and determine for itself what kinds of insurance, and in what amounts, it should carry. In addition, this agreement shall not give rise to any liability or responsibility to any agency who fails to respond to any request for assistance made pursuant to this agreement.

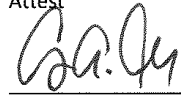
6. **Effective Date:** This agreement shall be in full force and effect upon approval by the appropriate municipal officials, the University of Montevallo, Jefferson State Community College Campus Police, and/or Sheriff of Shelby County, Alabama and upon proper execution hereof.
7. **Severability:** If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this agreement, and the remainder shall continue in full force and effect.
8. **Entire Agreement:** This agreement reflects the full and complete understanding of the parties to it. It may be modified or amended only by document in writing executed by all the parties hereto and executed with the same formality of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have caused the same to be signed by each agency's duly authorized representative on the dates listed below.

Alabaster Police Department


Authorized Official Signature / Title / Date

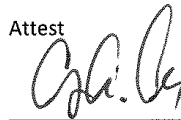
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Birmingham Police Department


Authorized Official Signature / Title / Date

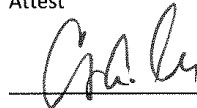
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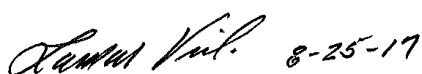
Calera Police Department


Authorized Official Signature / Title / Date

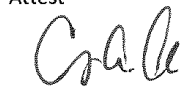
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Columbiana Police Department

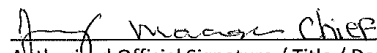

Authorized Official Signature / Title / Date

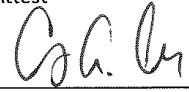
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Harpersville Police Department

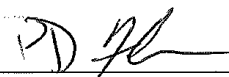
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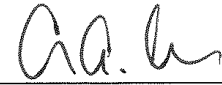
 Chief 7/19/17
Authorized Official Signature / Title / Date



Helena Police Department

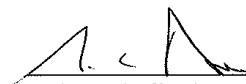
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 Chief 08/18/17
Authorized Official Signature / Title / Date



Hoover Police Department

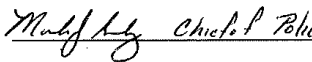
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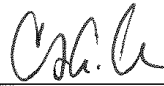
 CHIEF OF POLICE 8/17/17
Authorized Official Signature / Title / Date



Jefferson State Community College Campus Police

Attest

 Chief of Police 7/19/17



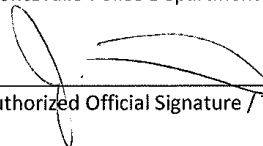
Leeds Police Department

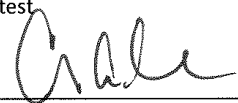
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Authorized Official Signature / Title / Date

Montevallo Police Department

Attest

 7/19/2017
Authorized Official Signature / Title / Date



Pelham Police Department

Attest

Gary Palmer Chief 07/19/2017
Authorized Official Signature / Title / Date

G.A. H

University of Montevallo Police Department

Attest

CM Adams CHIEF 7/19/2017
Authorized Official Signature / Title / Date

G.A. H

Vestavia Hills Police Department

Attest

Danny P. Perry Chief 7/19/17
Authorized Official Signature / Title / Date

G.A. H

Vincent Police Department

Attest

James Dwygley, Chief of Police 8-30-17
Authorized Official Signature / Title / Date

G.A. H

Shelby County Sheriff's Office

Attest

John L. ...
Authorized Official Signature / Title / Date

G.A. H

PROCLAMATION

WHEREAS, children are our future and society's greatest asset, and committed families shape and guide children by preparing them for obstacles and encouraging them to overcome life's demanding challenges; and

WHEREAS, the cornerstone of an orderly society is the family, but Alabama's families have grown progressively weaker and children are living in a world where TVs, cell phones, and electronic devices have replaced playgrounds and conversation; and

WHEREAS, children who spend significant time with both parents show lower risks of suicide, dropout, teen pregnancy, incarceration, and drug abuse; however, the importance of children having two parents is diminishing in society as approximately 40,000 Alabama children a year experience court ordered visitation with one parent for only two to six days a month; and

WHEREAS, the widespread availability of illegal drugs from outside the state, increased local manufacture of illegal narcotics, and the growing problem of prescription drug abuse, are all contributing factors to the increased drug concerns for Alabamians, especially teenagers; and

WHEREAS, children of concerned and active parents are far less likely to exhibit risky and unhealthy behaviors such as smoking, drinking, or using illegal drugs because of the valuable time spent with parents and the positive examples set by parents, and social scientists agree that shared parenting should be the norm for children of all ages; and

WHEREAS, simple daily activities like sharing a meal, a conversation, or a book can have an enormous impact on the life of a child. Strong and engaged families help build a strong Alabama, and it is our responsibility as concerned family members to help create a solid foundation for the future health and happiness of all of Alabama's children; and

WHEREAS, Family Day in Alabama has grown to promote the importance of family interaction and connecting with kids throughout the day/week, and to stress that children need both parents, and during Family Day/Week we honor the devotion of parents and recognize their critical role in teaching children positive and healthy behaviors; and

WHEREAS, we encourage all Alabamians to visit CASAFamilyDay.org for information on talking with children about the perils of drug use, and we call on community and state leaders to support shared parenting because of its benefits for children.

NOW, THEREFORE, I, Jon G. Graham Mayor of the City of Calera, Alabama do hereby proclaim September 25, 2017 as **FAMILY DAY** and the week of September 24 through September 30, 2017 as **FAMILY WEEK** and in the City of Calera and encourage our citizens to join together in observing this week/day by spending time with their families and by engaging in appropriate ceremonies and activities to honor and strengthen both our city's and state's families.